

**TOOLE DESIGN GROUP, LLC
AGREEMENT**

This Agreement is made as of February 5, 2016, between Toole Design Group, LLC (“TDG”) having its principal office of business at 8484 Georgia Avenue, Silver Spring, MD 20910, and the City of La Crosse, Wisconsin (“City”).

AGREEMENT

TDG and the City agree as follows:

- 1.1 The scope of this agreement and time period of performance are as follows:

See Attachment A: Proposal to Develop Concept Designs for South Avenue (Within City Limits)
- 1.2 This Agreement does not establish a joint-venture, partnership or principal-agent relationship between TDG and the City.
- 1.3 The City of La Crosse shall compensate TDG a lump sum fee of \$133,220 which includes the professional fees and expenses.

See Attachment B (Fee and Cost Estimate)
- 1.4 TDG shall submit invoices no more than once per month based on expenses incurred during that time period.
- 1.5 The City shall pay TDG within fifteen (15) days after receipt of invoice.
- 1.6 Either Party may terminate this Agreement for its convenience upon written notice to the other party. The obligation to provide further services under this Agreement may be terminated by either party upon seven days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Upon any termination, TDG will be paid for all authorized services satisfactorily completed to the date of termination. The amount payable shall be established on the basis of the time and authorized expenses actually incurred on the project to the date of termination.
- 1.8 Financial records of TDG pertinent to TDG’s compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
- 1.9 TDG shall maintain all records (including electronic records) in regard to this Agreement readily available and in legible form. TDG shall maintain all books,

papers, records, accounting records, files, accounts, reports, cost proposals with backup data, and all other material relating to direct costs charged to this Project, and shall make all such material available at any reasonable time during the term of work on the Project and for three (3) years from the date of final payment to TDG auditing, inspection, and copying upon the City's request.

- 1.10 Any notice or other communication required hereunder shall be sent by facsimile, e-mail, or certified mail (return receipt requested) and shall be deemed given on the date which such notice is received.

To TDG at: TOOLE DESIGN GROUP, LLC
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

or by facsimile at: 301-927-2800

or by e-mail: reldridge@tooledesign.com

To the City of La Crosse at: Mayor Tim Kabat
Mayor's Office, City Hall
400 La Crosse Street
La Crosse, WI 54601
(608) 789-7500

or by facsimile at: 608-789-7318

or by e-mail at: kabatt@cityoflacrosse.org

- 1.13 This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Maryland. Any disputes shall be brought exclusively in the appropriate state and federal courts in and for Montgomery County, Maryland.

- 1.14 If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, the prevailing party in the proceeding shall recover, in addition to all court costs, reasonable attorney's fees and expert witness fees and costs.

- 1.15 All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, termination or completion of the Project and/or Agreement.

- 1.16 This Agreement represents the entire integrated agreement between TDG and the City and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which

have not been specifically incorporated by reference herein with respect to this Subcontract. This Agreement may be changed, modified or altered only by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have made, executed and agreed to this Agreement as the day and year first above written:

TOOLE DESIGN GROUP, LLC

The City of La Crosse, Wisconsin

By: _____

By: _____

Name: Jennifer L. Toole

Name: _____

Title: President

Title: _____